

Scott M. Soulier
10281 South 1000 West
South Jordan, UT 84095
(801) 708-1531
smsoulier@reagan.com
smsoulier@gmail.com

Member of the Public

BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

IN THE MATTER OF THE FORMAL COMPLAINT OF SCOTT SOULIER AGAINST DOMINION ENERGY UTAH	Docket No. 18-057-24 SCOTT SOULIER’S RESPONSE TO QUESTAR GAS COMPANY DBA DOMINION ENERGY UTAH’S ANSWER, AND MOTION TO DENY DOMINION ENERGY’S MOTION TO DISMISS THE COMPLAINT OF SCOTT SOULIER
---	---

Scott Soulier (Complainant) responds to Questar Gas Company dba Dominion Energy’s (“Dominion Energy” or “Company”) earlier response by respectfully observing a number of points of disagreement between the parties as follows:

REPLY

1. Complainant desires only one thing: That Company rectifies the loss of the demolished Compressed Natural Gas Fueling Station previously located at 9150 South 500 West, Sandy City, Utah, (“Station”) and replaces it with one of comparable size and quality VERY NEAR the location of the one just demolished. Said replacement should be accomplished without delay and restore the public’s access to a reasonably convenient Natural Gas for Vehicles (NGV) station.

2. Company misread Complainant’s 1st complaint wherein they asserted, in their answer dated January 7, 2019, “...Complainant states that Company’s notice of closing the Station required a public comment period prior to closing.” Complainant, in fact, wrote, “Indeed,

is there a requirement for public comment, or ***is there*** any informal expectation, out of courtesy to the traveling public, for comments?” (emphasis added) If Company is not able to discern the difference between an honest question and an assertion, the public has grounds for some level of concern regarding Company’s motives and or intent.

3. In Company’s Answer they provided, to some satisfaction of Complainant, pictures of Station pumps with the small notices taped to them prior to demolition. Company also provided the actual complete text of the notice, for which Complainant is grateful. The text is “This station will close permanently on Wednesday, October 10. We apologize for any inconvenience. Please visit our website at:

www.dominionenergy.com/about-us/moving-energy/natural-gas-vehicles

for the location of ***nearby stations.***” (emphasis added). Complainant desires to make two points relative to this notice.

(a) Company states in their Answer “On or about October 2, 2018, the company provided public notice...” Company, therefore, gave eight days’ notice which Complainant respectfully requests The Commission to discern the adequacy of such a short time for the closure and demolition of this valuable asset in the infrastructure of the NGV fuel delivery system relied upon by many parties including domestic, commercial, and industrial users.

(b) Company used the phrase “nearby stations” in their notice. Company did not respond whatsoever to the careful calculations of Complainant regarding the actual round-trip mileage involved in utilizing what Company calls “nearby.” With one exception, Complainant identified the six closest NGV stations with their associated round-trip mileage for each. Two of the most proximate alternative stations have downsides that make them not comparable in price, convenience, or accuracy in the delivery of product. Does Company truly believe that stations that range from 6.4 to 50.6 round-trip miles from Complainant’s residence close to the site of the

demolished Station represents what a reasonable person would describe as “nearby?” Such minimizing of realities to the traveling public gives the public, again, reasonable cause to have concern regarding Company’s motives and intent relative to NGV stations. Additionally, the term “nearby” when applied to dedicated natural gas vehicles is not just a spatial issue, but an operational one as well. Of course, the “nearby” NGV stations can be measured in miles, but with natural gas vehicles, especially dedicated Natural Gas Vehicles, if one runs out of gas, the operator cannot simply hitch a ride to the closest NGV station, fill up a gas can, and ride back to their stranded, out-of-gas vehicle; the vehicle **must be towed** to the closest NGV station and have the pressurized gaseous fuel placed into the tank of the car using the pressure hoses connected to the pump at up to 3,600 psi.

4. Company, in their Answer, took great care to describe the swift efficiency in how they prepared for and completed the demolition of the Station. In contrast, Company reported, in the most uninformative terms their efforts in “...evaluating options and began discussions regarding future locations for NGV stations.” Did Company act in the best interests of the public by commencing said discussions promptly following January 23, 2017, when the property on which the Station was built was listed for sale? Should they have? Did they have discussions after April 18, 2018, upon receiving notice from the school district? Should they have? Complainant respectfully requests The Commission to require Company to publicly report the details (within certain understandable limits) of when they began, and what has been accomplished thus far, and where they currently are in the process of replacing the demolished Station, including just exactly how close it will be to the previously ideal location, just off the freeway in the South part of Salt Lake Valley – and, if it pleases The Commission, have Company report this information in the same, very detailed manner, as they described, in their Answer, their rapid and focused attention of their coordinated efforts to demolish the Station.

5. In Utah Code Chapter 54-3-1 we read: “Every public utility shall furnish, provide and ***maintain*** such service, instrumentalities, equipment and facilities as will promote the safety, health, comfort and ***convenience of its patrons***, employees and the public, and as will be in all respects adequate, efficient, just and reasonable.” (emphasis added)

As Complainant interprets this language, especially the word “maintain” (def. “cause or enable a condition or state of affairs to continue” – synonyms: continue, keep, keep going, keep in existence, perpetuate, retain, preserve), it is not wrong for the public who relies on suppliers of Natural Gas for Vehicles to expect facilities to be promptly, or even pro-actively replaced, when a working facility needs to be taken out of service. Therefore, Complainant implores The Commission to enforce reasonable conditions upon Company that will require a prompt replacement of the Station that was removed; thus promoting the convenience of its patrons.

Relative to the word convenience, Company suggested in their Answer that the public use their NGV station off 45th South on 500 West in Murray area or the station owned by a third party in Lehi at 160 North 850 East. The use of the first suggested alternate station involves exactly 15.2 round-trip miles and the second, 33.0 round-trip miles from the site of the Station. How many members of the traveling public would use the word “convenient” in those cases?

6. In Utah Code Chapter 54-3-3 we read: “Unless the commission otherwise orders, no change shall be made by any public utility in any rate, fare, toll, rental, charge or classification, or in any rule, regulation or contract relating to or affecting any rate, toll, fare, rental, charge, classification or service, or in any privilege or ***facility***, except after ***30 days' notice*** to the commission ***and to the public*** as herein provided.” (emphasis added)

Regarding Company’s firm assertion that they are “...not aware of any law, rule, regulation, or tariff requirement to provide a public comment period...” they may be right, but 30-day notification of changes to facilities appears to have been contemplated and included in Utah Code. Such 30-day notice was not provided when, by their own timeline in their Answer, they could have done so but chose otherwise.

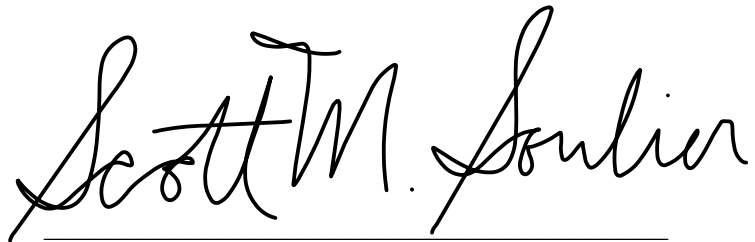
MOTION TO DENY THE COMPANY'S MOTION TO DISMISS

1. Complainant respectfully requests that the Company's Motion to Dismiss be denied because Company has been shown to be less-than-exact in its compliance with Utah Code 54 as cited.

2. Complainant respectfully believes that many parties including domestic, commercial, and industrial users have been significantly inconvenienced, if not harmed, by the actions and omissions of the Company.

WHEREFORE, Scott Soulier submits his Reply and respectfully requests that The Commission take all necessary actions, prudently considered, as remedies in this matter.

DATED: January 14, 2019.

A handwritten signature in black ink that reads "Scott M. Soulier". The signature is written in a cursive style with a horizontal line underneath it.

Scott M. Soulier
Owner of a dedicated natural-gas-powered car